

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BLYTHE
AND THE EMPLOYEES REPRESENTED
BY THE
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA - LOCAL 1184 UNIT

A FORMAL MEMORANDUM OF UNDERSTANDING
SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS
FOR EMPLOYEES IN THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA - LOCAL 1184 UNIT
FOR THE FISCAL YEARS
2006 - 2007 AND 2007 – 2008

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ARTICLE 1 - PREAMBLE

SECTION 1 - INTENT

It is the intent and purpose of the parties that this Memorandum of Understanding hereinafter referred to as "M.O.U." shall set forth rules of pay, hours of work and other terms and conditions of employment to be observed by the parties. Said Agreement has been developed in the interest of promoting and improving employee relations between the City of Blythe, California, hereinafter referred to as "City", and the Laborers' International Union-Local 1184 Unit hereinafter referred to as "Unit".

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of section as a whole.

The rules and regulations not specifically included in this M.O.U. are outlined in the Personnel Rules and Departmental Manuals and such rules and regulations as they presently exist or as may be from time to time altered or amended shall be and hereby are made apart from this Memorandum of Understanding.

SECTION 2 - MANAGEMENT RIGHTS

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions and boards;
- Set standards and levels of service;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of government operations;

SECTION 2 - MANAGEMENT RIGHTS (Continued)

- Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classification;
- Determine methods of financing;
- Determine style and/or types of City issued wearing apparel, equipment or technology to be used;
- Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;
- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable laws;
- Q.. Take all necessary actions to carry out its mission in emergencies; and
- R.. Exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City, through its Council and Management representatives, of its rights hereunder shall not in any way, directly or indirectly be subject to the grievance procedure herein and shall not supercede this Memorandum of Understanding.

SECTION 2 - MANAGEMENT RIGHTS (Continued)

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights. If the exercise of these rights affect wages, hours or terms and conditions of employment, the City will meet and confer on the effect of its actions. The Union agrees that the City may first exercise its rights before meeting and conferring on the effects of the exercise or its rights. The agreement to meet and confer over the effect of exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

SECTION 3 - CONCLUSIVENESS OF AGREEMENT

The City and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of the negotiations process, and the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the City and the Union for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 2 - BASIS FOR COMPENSATION

SECTION 1 - SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

Salary ranges are established to provide fair compensation to each class within the classified service. Initial appointment shall be made at the minimum step within a particular range, but the City Manager may approve a higher starting step of compensation if the best interests of the City so require.

SECTION 2 - STEP ADVANCEMENT

- A. No salary adjustment shall be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date for that position.
- B. Upon successful and satisfactory completion of twelve (12) months of service, eligible employees may be advanced one step within his/her salary range and yearly thereafter until the maximum within that range is achieved.

SECTIONS 3 - PROMOTION

An employee who is promoted to a position in a class with a higher base salary range shall be entitled to the lowest step in the higher salary range which exceeds the present rate of pay with the intent of increasing the base salary rate by at least five percent (5%).

SECTION 4 - RECLASSIFICATION

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the present rate of pay.

SECTION 5 - DEMOTION

When an employee is demoted, the base salary rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause, or any appropriate step in the lower pay range, as recommended by the Department Head, and approved by the City Manager that is less than the existing salary if the action is for cause.

SECTION 6 - METHODS OF COMPENSATION

- A. Compensation shall be determined on an hourly basis.
- B. Payments due shall be made on a bi-weekly basis unless otherwise specified.
- C. Base hourly salary shall be considered at the regular rate of pay for a particular classification without consideration of any other form of compensation.
- D. No employee may take time off from normal working hours (excluding lunch breaks) for the purpose of depositing a pay check.
- E. No one other than the employee may pick up payroll checks unless a signed, dated authorization is on file at that distribution point. The authorization will be valid until revoked in writing. (The distribution point is your department office)

SECTION 7 - REQUIREMENTS AS TO CONTINUITY OF SERVICE

Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.

- A. Leave without pay except in the case of disciplinary time off shall be considered as Personal Leave.
- B. All Personal Leave requests are subject to approval of the Department Head and the City Manager. Personal Leave, if approved, shall not exceed ninety (90) rolling calendar days.
- C. All unauthorized absences will be grounds for termination. Three (3) days or more will constitute Job Abandonment and the Employee will be terminated.

SECTION 8 - LEAVE BENEFIT POLICY

The following types of leave do not affect employee benefits: Holiday, Jury Duty and Vacation.

- A. Military Leave does not affect benefits provided Military Leave does not exceed that period allowed by law. Military Leave that exceeds that period allowed by law shall be considered a Personal Leave.

SECTION 8 - LEAVE BENEFIT POLICY (Continued)

- B. Benefits will continue to accrue and be in force for a period of up to ninety (90) work days, at the usual rate of accrual, for employees on a sickness or injury leave provided such leave is not considered a Personal Leave.
- C. All benefits will cease to accrue and be in force if an employee is absent for a period exceeding ninety (90) work days, except in the case of Health Insurance Benefits for an employee on Workers Compensation Leave when such injury or illness was incurred through City employment; in this case Health Insurance Benefits will be kept in force for a period of up to six (6) months, or if accrued Sick Leave would entitle the employee to a longer period of paid leave, health insurance will continue until such leave expires. However, if the employee is not covered by Health Insurance at the time of his/her injury/illness, insurance will not become effective until the employee returns to active City employment or until employee is eligible for health insurance coverage, whichever is later.
- D. Any benefit which is paid for by the employee will cease when employee no longer pays for that benefit in advance.
- E. When an injury or illness is related to a second job and such injury/illness caused the employee to be absent, such absence will be construed to be a Personal Leave except when the employee has accrued leave.

ARTICLE 3 - REGULAR COMPENSATION

SECTION 1 - BASE SALARY RATE

For employees in this "Unit", the following salary rates shall apply for the Fiscal Year 2006 - 2007.

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Custodian/Facility Maintenance	32	15.97	16.80	17.66	18.56	19.51
Equipment Mechanic	39	19.03	20.00	21.02	22.09	23.22
Equipment Operator	33	16.38	17.22	18.11	19.03	20.00
Gardener	30	15.19	15.97	16.80	17.66	18.56
G/C Equip. Mechanic	39	19.03	20.00	21.02	22.09	23.22
G/C Irrigation Tech.	34	16.80	17.66	18.56	19.51	20.50
G/C Maint. Worker I	28	14.46	15.19	15.97	16.80	17.66
G/C Maint. Worker II	29	14.82	15.58	16.38	17.22	18.11
Landscape Gardener	30	15.19	15.97	16.80	17.66	18.56
Lead Equip. Operator	37	18.11	19.03	20.00	21.02	22.09
Park Irrigation Tech.	34	16.80	17.66	18.56	19.51	20.50
Park Maint. Worker	28	14.46	15.19	15.97	16.80	17.66
Lead Water/Sewer Worker	37	18.11	19.03	20.00	21.02	22.09
Street Maint. Worker	28	14.46	15.19	15.97	16.80	17.66
Street Sweeper Operator	33	16.38	17.22	18.11	19.03	20.00
Vector Control Spec.	34	16.80	17.66	18.56	19.51	20.50
Water Serv. Worker I	33	16.38	17.22	18.11	19.03	20.00
Water Serv. Worker II	34	16.80	17.66	18.56	19.51	20.50
Water Treatment Operator I	34	16.80	17.66	18.56	19.51	20.50
Water Treatment Operator II	36	17.66	18.56	19.51	20.50	21.55
Water Treatment Operator III	39	19.03	20.00	21.02	22.09	23.22
WWT Operator Grade I	34	16.80	17.66	18.56	19.51	20.50
WWT Operator Grade II	36	17.66	18.56	19.51	20.50	21.55
WWT Operator Grade III	39	19.03	20.00	21.02	22.09	23.22
WWT Operator in Training	28	14.46	15.19	15.97	16.80	17.66

In the second year of this contact (2007-2008) employees in this "Unit" shall receive a salary adjustment based on the March 2006 CPI, no less than 3% and not to exceed 5%. All employees in this unit will receive a three hundred dollar (\$300.00) bonus to be paid after the first payroll in July of 2007.

SALARY SCHEDULE
 AFLCIO UNION - RANGES 27-45
 FISCAL YEAR 2006-2007

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
U27	14.10	14.82	15.58	16.38	17.22
U28	14.46	15.19	15.97	16.80	17.66
U29	14.82	15.58	16.38	17.22	18.11
U30	15.19	15.97	16.80	17.66	18.56
U31	15.58	16.38	17.22	18.11	19.03
U32	15.97	16.80	17.66	18.56	19.51
U33	16.38	17.22	18.11	19.03	20.00
U34	16.80	17.66	18.56	19.51	20.50
U35	17.22	18.11	19.03	20.00	21.02
U36	17.66	18.56	19.51	20.50	21.55
U37	18.11	19.03	20.00	21.02	22.09
U38	18.56	19.51	20.50	21.55	22.65
U39	19.03	20.00	21.02	22.09	23.22
U40	19.51	20.50	21.55	22.65	23.81
U41	20.00	21.02	22.09	23.22	24.41
U42	20.50	21.55	22.65	23.81	25.02
U43	21.02	22.09	23.22	24.41	25.64
U44	21.55	22.65	23.81	25.02	26.28
U45	22.09	23.22	24.41	25.64	26.94

ARTICLE 4 - SPECIAL COMPENSATION

SECTION 1 - OVERTIME COMPENSATION

Overtime is work directed by the Department Head or his designee to be performed in addition to the work of the normal work period for a specific classification. Payment for overtime shall be made in accordance with the following:

- A. Overtime will only be allowed when authorized by the Department Head or his designee;
- B. Any employee may be required to work overtime if no employees volunteer or in case of an emergency;
- C. All work performed by employees in this "Unit" in excess of forty (40) hours in one week or eight (8) hours in the work shift (as defined in Article 6, Section 12) shall be paid at 1½ times the employee's regular hourly base rate of pay. For purpose of overtime calculation "hours worked" shall include approved vacation, holidays, and sick leave.
- D. Notwithstanding subsection C above, if a four (4) day, ten (10) hour work schedule is established for any employees in this "Unit", overtime shall be compensated at 1½ times the employee's regular rate of pay after ten (10) hours worked per work day or after forty (40) hours worked in the work period as defined in Article 6, Section 12 of this Agreement.
- E. The City will pay employees for 1/4 hour for eight (8) minutes worked over the hour, 1/2 hour for twenty-three (23) minutes worked over the hour, 3/4 hour for thirty-eight (38) minutes worked over the hour, and one hour for fifty-three (53) minutes worked over the hour, provided however, that the City shall not pay employees for any time on the time card in advance of the assigned starting time, nor any time on the time card after the quitting time unless the employee has been specifically requested to report early or stay late. In addition, employees who report late shall be docked time in accordance with the above time frames, as well as being subject to disciplinary action.

SECTION 2 - CALL OUT AND REPORTING PAY

The City will compensate an employee at 1½ times the employees' regular rate of pay for all call out hours worked, except on Holidays which will be paid at double time, with a minimum call out of two (2) hours. (Call out hours paid on Holidays will be paid only on the actual Holiday observed and not the day the City observes as a Holiday).

SECTION 3 - WORKING OUT OF CLASS (TEMPORARY PROMOTION)

When an employee is required to work in a position higher than that employee fills, that employee will be entitled to pay equal to the first step of the higher position, or a five percent (5%) increase above his current pay rate, for the period of time the employee is asked to fulfill the duties of the higher level position. The acting pay will begin after one (1) full workday has been completed by the temporarily promoted individual.

SECTION 4 - 2-4-8 REPORTING TIME

Any employee reporting for work at the regular starting time on his regular day to work and for whom is available shall receive pay for two (2) hours at the straight time rate for so reporting, unless he has been notified prior to the beginning of his regular shift not to report; and when an employee has started to work he/she shall be paid not less than four (4) hours.

If more than four (4) hours are worked in any one day, an employee shall receive pay for eight (8) hours minimum. If an employee should stop work for reasons of his own he/she shall be entitled to pay only for the actual hours worked in the day, and the four (4) and eight (8) hour minimum conditions shall not apply. This provision is applicable only in situations where an employee is sent home due to lack of work on a regularly scheduled work day for which he is scheduled to work a minimum of eight (8) hours in which case he/she shall be paid only for actual hours worked. This provision shall not apply in instances where an employee leaves work due to illness, personal business, or in a call-out situation.

SECTION 5 - CERTIFICATION PAY

- A. *All employees who work in Water or Wastewater and are currently receiving "Certification Pay" shall be reclassified to a higher range to reflect the 2.5% currently being paid as "Certification Pay". Future employees will no longer receive "Certification Pay" since the State Certificates are a requirement of these positions and this one time adjustment in compensation will now be reflected in the hourly rate of pay. (See salary table page 7)*
- B. `All positions required to hold a Chauffeur's License (CDL) that are currently receiving "Certification Pay" will be reclassified to a higher range to reflect the 2.5% in the rate of pay. With this pay being incorporated into the hourly rate, "Certification Pay" will no longer be paid. All new hires will have said license at the time of employment and from that point on, the City will provide for the employees divers license physical while the employee remains in that classification.

ARTICLE 5 - WAGE SUPPLEMENTAL BENEFITS

SECTION 1 - EMPLOYEE AND DEPENDENT INSURANCE

- A. Without in any way obligating the City to maintain the existing insurance plans, said plans presently provided are prescription, medical, dental, vision and life insurance for employees and their dependents and short term disability insurance for employee only. Health and prescription insurance is currently provided through the Public Employees' Retirement System (PERS) and dental, vision, life and short term disability insurance is provided through Principal Life Insurance Company.
- B. The City contribution for medical insurance will have a cap of \$695 per month. All increases in insurance premiums shall be paid for by the employer/employee on a 50/50 match contribution. This clause shall be effective January 1, 2003.
- C. The flexible Benefit program shall be for medical benefits only, paid at the flat rate of \$75 per pay period. The amount shall be paid biweekly on regular paycheck and is subject to tax. It is not subject to retirement contributions. To be eligible, employees must be full time and have permanent status (i.e. passed probation). When an employee elects the program, they must sign a form indicating other coverage information including name of spouse, employer's name and insurance company. As with other enrollment changes, this can only be done during "Open Enrollment" each year. Employees not currently enrolled in a medical plan would be eligible to receive the benefit immediately. Employees who are currently enrolled in a medical plan and wish to drop their coverage due to other coverage can do so only during "Open Enrollment".
- D. For dental, vision, life and short term disability coverage, an employee with one dependent will contribute \$15.00 per month toward the premium for these coverages and an employee with two or more dependents will pay \$20.00 toward the premium for these coverages. The City shall pay the remaining premium for these coverages.
- E. Coverage for medical insurance, provided the employee is actively at work, is the first of the month following the month of employment provided the employee has signed up for the insurance prior to that time. Coverage for dental, vision, life and short term disability insurance is the first of the month following sixty (60) days of employment provided the employee is actively at work on that date and the employee has signed up prior to that date.

SECTION 2 - RETIREMENT

- A. All full time regular Local Miscellaneous employees shall be covered by the Public Employees' Retirement System, State of California 2.5% @ 55 formula.
- B. The City shall contribute the *whole* 8% of the employee's required contribution to PERS for employees in this "Unit".

SECTION 3 - STATE DISABILITY INSURANCE

Employees in this "Unit" are subject to State Disability Insurance (SDI).

SECTION 4 - SICK LEAVE

Sick Leave benefits are provided as follows:

- A. Only permanent and probationary full time employees will earn Sick Leave. No Sick Leave is earned for the first sixty (60) calendar days of employment.
- B. Such employees shall begin to accrue Sick Leave when they become eligible as follows:
 - 1. For the first pay period in which employees become eligible, the employee will earn .046 hours of Sick Leave for each hour that he/she works in the pay period to a maximum of 3.70 hours for the period.
 - 2. After initial accrual begins, employees will earn 3.70 hours of Sick Leave per pay period for each full active period of service, up to a maximum of 720 hours of accrued unused Sick Leave.

C. SICK LEAVE TRANSFER

For employees in this Unit, at the employees' discretion, the City will allow by written assignment the transfer of accrued sick leave to another employee who is unable to work by reason of illness or accident (oneself or immediate family member needing care) and has exhausted all time on the books. The sick leave transferred will be given on an hour for hour basis and shall be paid to the employee at the employees' current rate of pay.

SECTION 4 - SICK LEAVE (Continued)D. SICK LEAVE PAY BACK PROVISIONS

For employees covered by PERS Local Miscellaneous Benefits, accumulated Sick Leave pay back for members of this Unit is provided according to the following provisions:

1. Fifty percent (50%) payment on or about June 30, of Sick Leave earned but not used in excess of 720 hours in the fiscal year July 1 through June 30; or
2. The employee may request one-half ($\frac{1}{2}$) of the Sick Leave accrued, but not used in the fiscal year July 1 through June 30 of each year to be received as a cash pay back at the rate of one-hundred percent (100%) of their regular pay rate. Requests must be made prior to June 1st of the fiscal year in which the accrual applies. Maximum pay back under this provision is forty-eight (48) hours which will be deducted from the employee's Sick Leave accrual.
3. For employees who are covered under the PERS Local Miscellaneous Retirement System and upon service or disability PERS Retirement from the City of Blythe the following pay back of Sick Leave accrual will apply:

Up to nine (9) years of continuous service with the City of Blythe - cash out of retirement from the City shall be fifty percent (50%) of accrued Sick Leave at the employee's current rate of pay.

Ten (10) through fourteen (14) years of continuous service - cash out at retirement from the City shall be sixty percent (60%) of accrued Sick Leave at the employee's current rate of pay.

Fifteen (15) through nineteen (19) years of continuous service - cash out at the time of retirement with the City shall be seventy-five percent (75%) of accrued Sick Leave at the employee's current rate of pay.

Twenty (20) years or more of continuous service with the City of Blythe - cash out at retirement from the City shall be one-hundred percent (100%) of accrued Sick Leave at the employee's current rate of pay.

Cash out percentage shall be based on the Miscellaneous Employee maximum accrual rate of 720 hours. In no case will payment exceed pay for 720 hours of accrued Sick Leave.

An employee who separates from City service, except in the case of service or disability retirement, shall not be entitled to any Sick Leave pay back.

SECTION 4 - SICK LEAVE (Continued)

E. PERSONAL BUSINESS AND BEREAVEMENT LEAVE

1. Personal Business Leave - Up to five (5) days Sick Leave per year may be used by the employee for Personal Business, provided however, that prior approval is given by the employee's Department Head.
2. Bereavement Leave - Bereavement Leave is provided for death of a member of an employee's immediate family. This leave is not charged to any other form of authorized leave, but will be paid at the employee's normal rate of pay, and is subject to verification by the employer. Paid Bereavement Leave shall be provided as follows:

If travel is: 300 miles or less - three (3) days
 Over 300 miles - five (5) days
3. Immediate Family Defined - For the purpose of 4D.2, immediate family shall be defined as follows: spouses, parents, siblings, children, grandparents, spouses parents and spouses siblings.

F. NOTICE TO SUPERVISOR

Whenever practical, the employee shall give prior notice to his/her supervisor of an anticipated absence. Such notice shall include an estimate of the duration of time that he/she will be absent from work. However, such notice shall not relieve the employee of responsibility of keeping the supervisor advised of the progress of his/her condition.

G. DOCTOR'S STATEMENT

If an employee is to be absent for a period exceeding three (3) days, a doctor's statement may be required.

H. PERSONAL CALL IN

Whenever practical, the employee will personally call in before reporting time, and report his/her absence to a member of Management or Mid-Management staff.

I. SICK LEAVE VISIT

Habitual users of Sick Leave may be visited by "supervisory" or "executive" staff.

SECTION 5 - HOLIDAYS

A. DESIGNATED HOLIDAYS

The following days shall be considered holidays with pay for permanent and probationary employees in a full time position.

- | | | | |
|----|------------------------|-----|--------------------|
| 1. | Independence Day | 8. | Christmas Day |
| 2. | Labor Day | 9. | New Years Eve |
| 3. | Columbus Day | 10. | New Years Day |
| 4. | Veteran's Day | 11. | Martin Luther King |
| 5. | Thanks giving Day | 12. | President's Day |
| 6. | Day after Thanksgiving | 13. | Memorial Day |
| 7. | Christmas Eve | | |

The Mayor may declare additional holidays only to conform to a holiday declared by the Governor of the Sate of California or the President of the United States. When a designated holiday falls on Saturday, the previous Friday shall be observed. When a designated holiday falls on Sunday, the following Monday shall be observed.

B. REGULATIONS

1. Regular and probationary employees who are required to work on an observed holiday shall be paid for a maximum of eight (8) hours holiday pay, in addition to 1½ hours for the hours worked in the holiday.
2. In the event one or more holidays fall within a scheduled annual vacation leave, such holiday or holidays shall not be charged to vacation leave but rather the vacation leave shall be extended accordingly.
3. Employees must work the day before and the day after the holiday in order to receive pay for the holiday unless the day before the holiday or the day after the holiday is a regularly scheduled day off for the employee or unless the holiday falls within a scheduled vacation period.
4. Upon certification of an illness the employee may receive sick leave pay for absences on the day before or after a holiday provided the employee has such benefits accrued.

SECTION 6 - VACATION

A. ANNUAL VACATION LEAVE

The purpose of annual vacation is to enable each eligible employee to return to work mentally refreshed.

B. ELIGIBILITY

All regular and probationary employees shall be entitled to annual vacation leave with pay except the following:

1. Employees who have served less than six (6) months of continuous employment in the service of the City;
2. Employees who work on a temporary or part time basis.

An employee may not take vacation before it is earned, nor prior to the completion of six (6) months of continuous City employment as an eligible employee.

Vacation may be scheduled at a time that is agreeable to both the Department Head and the employee. Seniority shall be the basis for employees requesting vacation time.

An employee who separates from City service shall receive any vacation credit earned prior to the effective date of separation at his/her current rate of pay.

C. VACATION ACCRUAL

Vacation accrual will begin on the permanent employment date as follows:

1. .0385 hours per regular hour worked in the first pay period in which the employee becomes eligible, to a maximum of 3.08 hours thereafter;
2. 3.08 hours per pay period to and including five (5) years of service;
3. 4.62 hours per pay period after five (5) years , to and including ten (10) years of service;
4. 6.16 hours per pay period after ten (10) years of service.

Service must be continuous/uninterrupted except as provided elsewhere in these regulations.

SECTION 6 - VACATION (Continued)

Vacation shall be accrued on a bi-weekly basis. Maximum accumulation shall be 160 hours in addition to the current years accumulation. Vacation earned above this maximum (up to 40 hours), may be sold semi-annually the last pay period in June and the last pay period in November. Requests for this pay shall be made prior to June 1st and November 1st.

D. VACATION PAY CHECK

Prior to an employee's annual vacation leave, an employee may request that he/she receive their payroll check providing the following conditions are met:

1. That request in writing is received at least one week prior to date check is desired;
2. That employee has worked for the period through which pay is requested. For the interpretation of this provision only, sick pay will be considered as time worked.

This provision is not to be construed as providing pay in advance of the normal pay period, only that the check will be distributed to that employee prior to the normally scheduled pay day.

SECTION 7 - JURY DUTY AND COURT APPEARANCE

An employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary provided the employee is absent from his/her duties only during the time which his/her presence is required by the court. **Remuneration received for service to that court shall be turned into the Finance Department.** Unless a City vehicle is used the employee may retain reimbursement for mileage.

Any employee who is called as a witness out of, and in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary, but **any witness fees received by him/her shall be paid to the Finance Department together with any mileage allowed if he/she used City transportation.**

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking such exemption or excuse from jury duty or as a witness as may legally be available, when absence by the employee would create undue hardship for the employee or his/her department, or would materially affect required service to the public. An employee absent as a witness in a private matter shall not be paid during such absence.

SECTION 8 - WORK RELATED INJURY OR ILLNESS LEAVE

Leave with pay for employees injured in the line of City employment shall be granted as follows:

- A. If the injured employee is insured for Worker's Compensation and injury or illness is directly related to the City of Blythe's employment, if the employee chooses, the City will continue to pay regular wages up to the limits of that employee's accumulated sick leave unless otherwise provided by State Law, provided all wages received by the employee from Worker's Compensation Insurance are turned over to the payroll department. If the employee chooses not to be paid by the City, the injured employee will be paid directly from Worker's Compensation Insurance.

Sick leave shall be charged in relation with the percentage of reimbursement from Worker's Compensation Insurance toward that employee's earnings unless otherwise provided by State Law.

- B. An employee, while on occupational sick leave, shall accrue benefits as described in Article 2, Section 8.C of this M.O.U.
- C. Contested Injuries - In any case where the City contests that the injury occurred on the job, benefits shall be paid in accordance with "A" above up to the limits of the City's liability under this policy.
- D. Medical Proof - In order to limit the obligation of the City for each new separate injury, the City may require the employee to furnish medical proof or submit to medical examination by the City's choice of physician at its expense, to determine whether it is a subsequent injury or an aggravation of a former injury.
- E. Physician's Statement - A physician's first report stating that an injured employee should not return to work must be submitted or the employee will not be considered to be on an authorized Worker's Compensation injury/illness leave. Employees must return to work on the date which the doctor states that he/she can return with a statement of release from the doctor or the employee must present an update from the doctor which states that he/she should be off work for an additional period.
- F. Reporting to Department Head - Any employee who is off work due to a work related injury/illness must keep the Department Head or his designee advised on his/her condition.
- G. Employees may be required to be treated by a specific physician for industrial injury/illness for the first thirty (30) calendar days of treatment. Employees may, however, use their pre-designated physician if they have a signed notice on file with the Personnel Department which specifies the name of the personal physician.
PERSONAL PHYSICIAN DEFINED: A physician who has been treating you in

the past and has your medical records on file.

SECTION 9 - UNIFORM ALLOWANCE

A work uniform shall be provided for each member of this Unit. The color and style shall be selected by the City. Employees shall be required to wear the uniform provided during all working hours. Employees shall not be permitted to utilize uniforms for personal wear during off-duty hours. Employees shall be responsible for replacement cost if uniform is lost.

SECTION 10 - LONGEVITY PAY

Longevity Pay for employees in this Unit shall be provided as follows:

For employees with five (5) through nine (9) years of continuous employment with the City of Blythe in a full time permanent position, longevity pay shall be \$25.00 per pay period. Effective July 1, 2007 the amount will be increased to 37.50 per pay period.

For employees with ten (10) through fourteen (14) years of continuous employment with the City of Blythe in a full time permanent position, longevity pay shall be \$50.00 per pay period. Effective July 1, 2007 the amount will be increased to 75.00 per pay period.

For employees with fifteen (15) through nineteen (19) years of continuous employment with the City of Blythe in a full time permanent position, longevity pay shall be \$75.00 per pay period. Effective July 1, 2007 the amount will be increased to 100.00 per pay period.

For employees with twenty (20) or more years of continuous employment with the City of Blythe in a full time permanent position, longevity pay shall be \$100.00 per pay period. Effective July 1, 2007 the amount will be increased to 125.00 per pay period.

Longevity pay will be paid for each period that the employee is entitled to receive a pay check from the City of Blythe. It will not be paid for any period that an employee does not receive a paycheck directly from City of Blythe funds.

The following leaves, whether paid or unpaid, will not constitute a break in continuous service for the purpose of longevity pay:

- A. Authorized work related injury or illness leaves when such work related injury or illness is directly related exclusively to the City of Blythe employment.
- B. Authorized personal injury or illness leaves of not more than six (6) months duration.
- C. Suspension of ten (10) days or less.

D. Authorized vacation leaves.

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E. Other leaves authorized in writing by the Department Head when such leave is of a duration of ten (10) days or less.

SECTION 11 - TOOL ALLOWANCE

Employees in this "Unit" who hold a position as Mechanic shall receive tool allowance in the amount of seventy-five (\$75.00) dollars per month or Thirty-seven dollars and fifty cents (\$37.50) per pay period, excluding the third pay period of the month.

ARTICLE 6 - WORKING CONDITIONS

SECTION 1 - HOURS OF WORK

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the service performed by the City makes it impossible for all departments to operate on the same schedule of working hours. Whenever possible there shall be a 48 hour notification of any change in the employee's schedule.

SECTION 2 - REST PERIOD

Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular workday or regular work shift in such cases:

- A. These rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- B. Rest periods may not be accumulated, nor shall rest periods have any monetary value if unused.
- C. Breaks must be taken on the work site or at the nearest City facility.

SECTION 3 - MEAL PERIOD

Employees shall be entitled to a meal period not to exceed one (1) hour per regular work day or regular work shift.

- A. Such meal periods shall be without pay.
- B. The amount of time for meal periods and the procedure for taking a meal period shall be determined by departmental rules and regulations.

SECTION 4 - ATTENDANCE

Employees shall normally be in attendance at their work in accordance with all regulations regarding hours of work, holidays and leaves. Failure on the part of the employee to notify his/her employer of the absence in accordance with these rules shall be considered adequate reason for dismissal.

SECTION 5 - OUTSIDE EMPLOYMENT

No employee in City service shall hold any job or employment outside of City service without prior approval from his/her appointing authority, i.e., Department Head, his designee or the City Manager, on a form provided for this purpose. Approval may be requested at any time and shall be renewed each July and any time outside employment changes.

Outside employment will not be permitted if: (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties; or (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect adversely upon the employee or the City. An employee may appeal the decision of the Department to the City Manager.

The appointing authority shall reserve the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then must decide between his/her City position and the outside employment. Of course, employees may not engage in outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.

- A. Employee makes a request to his/her Department Head on a form provided for this purpose.
- B. Department Head approves or denies the request and so notifies the requesting employee immediately.
- C. The request, whether approved or denied, is routed to the City Manager.
- D. Appropriate follow-up action is taken if so requested (i.e., appeal of denial by employee) directly to the City Manager.

SECTION 6 - LEAVE OF ABSENCE

- A. General Policy - the following types of leave, and no other, are officially established: holidays, vacations, sick leave, military, jury duty and leave without pay. All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager.

All absences of one (1) hour or more are to be reported to the Payroll Clerk on forms provided by the Payroll or Personnel Officer.

- B. Military Leave - In accordance with provisions of State Law, an employee shall be granted leave of absence from his/her position during actual duration of such

SECTION 7 - PROBATIONARY PERIOD

- A. The Probationary Period, or working test period, is an integral part of the examination process. It shall be utilized to observe a new or promoted employee to his/her position and to reject any employee whose performance does not meet the required work schedule.
- B. All original and promotional appointments shall be tentative and subject to a probationary period.
 - 1. Original appointments: A one (1) year probationary period.
 - 2. Promotional appointments: A six (6) month probationary period.
 - 3. Provided, however, that all sick leave, suspensions, or leaves that exceed thirty (30) days shall extend the review period an equal amount of time.
- C. During the probationary period the Department Head with concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily, or whose habits and dependability do not merit his/her continuance in the service. The Department Head shall immediately report such removal to the Personnel Manager and to the employee.
- D. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee prior to promotion.

SECTION 8 - ANNUAL PERFORMANCE REVIEW

Based on anniversary date in the current classification, annually there shall be a performance review for each employee.

Annual evaluations are not grievable, however, an employee can prepare and have attached to the evaluation a statement of mitigating circumstances.

SECTION 9 - WORKERS' COMPENSATION

All persons employed by the City are covered under Workers' Compensation Insurance in accordance with State Law. Workers' Compensation covers all job related injuries and illnesses and provides 100% medical expenses. Death benefits are also provided by Workers' Compensation as provided by Law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

SECTION 10 - DISCIPLINARY ACTION

- C. Whenever an employee's performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employee promptly and specifically of such lapse and given counsel assistance. If allowed appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.
- C. An employee may be suspended without pay, demoted or discharged for cause. Employees other than probationary shall have the right of appeal.
- C. Types of disciplinary action:
 - 1. Reprimand - In situations where oral warnings have not resulted in expected improvement, or where more severe initial action is warranted, written reprimand may be sent to the employee and a copy shall be placed in the employee's personnel file.
 - 2. Suspension - An employee may be suspended without pay by his Department Head subject to review by the City Manager, for reasons of misconduct, negligence, inefficiency, in-subordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are appropriate; and

Or a five percent (5%) reduction in pay, may be given. Such reduction in pay to coincide with the pay period(s) with the intent being that such pay reduction will not exceed that amount of pay received for the period of suspension.
 - 3. Employment Appeal - An employee may appeal the suspension to the city Manager who shall render a decision in writing. If the employee fails to appeal the suspension, the action shall become effective on the date specified.

SECTION 11 - SEPARATION

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement and dismissal.

- A. Resignation - An employee may resign by submitting in writing the reasons therefore and the effective date to his/her Department Head as far in advance as possible, but a minimum of two (2) weeks notice is desired. Failure to comply

with this requirement may be cause for denying future employment with the City.

SECTION 11 - SEPARATION (Continued)

- B. Layoff - The Department Head, upon approval of the City Manager may layoff an employee in the classified service when he deems it necessary by reason of shortage of funds or work, the abolition of the position or other material changes in the duties of the organization, or for related reasons which are outside employee's control and which do not reflect discredit upon the service of the employee. The duties performed by any employee laid off may be reassigned to other employees already working who hold positions in appropriate classes. No permanent employee shall be laid off while another person in a classified position is employed on a provisional or seasonal basis in the class. Preference for rehiring will be given to laid off employees with seniority being the basis for rehiring (refer to Section 17).
- C. Disability - An employee may be separated for disability when he/she cannot perform the required duties because of physical or mental impairment. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense be performed by a physician of the City's choice.
- D.. Death - Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.
- E. Retirement - Whenever an employee meets the condition set forth in these rules and the Retirement Plan Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.
- F. Dismissal - The City Manager may dismiss any employee for cause. Reasons for dismissal may include, but shall not be limited to:
1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
 2. Theft, destruction or improper use of City property.
 3. Incompetency, inefficiency or negligence in the performance of duty.
 4. Insubordination.
 5. Conviction of a criminal offense.
 6. Notoriously disgraceful personal conduct.

SECTION 11 - SEPARATION (Continued)

F. Dismissal (Continued)

7. Unauthorized absences or abuse of leave privileges.
8. Acceptance of any valuable consideration which was given with the exception of influencing the employee in the performance of his/her duties.
9. Falsification of records or use of official position for personal advantage.
10. Driving record which makes the employee unsuitable for operation of City equipment and/or vehicle.

An employee that has passed his/her probationary period who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

G. City Equipment - At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the Department Head and certification to this effect shall be executed by the employee. Any amount due because of shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate actions.

H. Rights of Employee - Permanent employees who separate from City employment shall receive payment for all earned salary and earned annual leave, subject to deductions for any indebtedness pursuant to the section on "City Equipment" as stated above.

SECTION 12 - WORK PERIOD

The work period for employees in this Unit commences on Friday at 12:01 a.m. and ends on Thursday at 12:00 midnight.

SECTION 13 - AGENCY SHOP

Employees in this "Unit" who are currently members of the Union representing this "Unit", and full time permanent employees in this Unit whose employment date falls on or after July 1, 1983, shall be subject to the following conditions of employment:

1. TIME LIMIT-UNION MEMBERSHIP - Within thirty (30) days after the employee's date of hire, the employee shall become a member of the Union, or shall pay to the Union, a service fee equal to the monthly union dues; or
2. CONSCIENTIOUS OBJECTOR - An employee who is a member of a bonafide religious sect or body which has historically held conscientious objections to joining or financially supporting unions/organizations shall, contribute, through payroll deduction, a sum equal to union monthly dues, to the Local United Way or a recognized charity of the employee's choice.

Within fifteen (15) days after the employee's date of hire, the employee wishing to exercise this option must provide an adequate proof of his/her membership in such a group, and proof of the group's historical conscientious objection to joining or financially supporting unions or organizations. The Union must concur that the group's conscientious objections are bonafide before an exemption from paying dues or service fee is granted.

3. TERMINATION FOR FAILURE TO COMPLY
 - A. DATE - Employees whose effective date of hire is effective on or after July 1, 1983, who do not comply with these Agency Shop provisions shall be terminated no later than ten (10) days after they fail to comply.
 - B. NOTICE - Prior to termination, the employee shall receive a notice stating that they have failed to comply with the Agency Shop provisions in the M.O.U. Such notice will advise the employee that he/she has ten (10) days to comply with the Agency Shop provision to authorize deductions in accordance with this provision or he/she will be terminated.

SECTION 14 - SAFETY EQUIPMENT & PROPER SAFETY PRACTICES

Employees in this "Unit" recognize that they have a responsibility to utilize proper safety practices in the performance of their duties. All employees shall wear the safety equipment issued by the City, and required for the job, as directed by the employee's supervisor and/or Department Head. Failure to wear safety equipment provided shall be cause for disciplinary action.

SECTION 15 - PHYSICAL EXAMINATION

When the City requires an employee to maintain a Drivers License higher than a Class 3 by virtue of the special requirements of the position they hold, the City will pay for the physical examination required to maintain said license. The City shall not be required to pay for the physical examination for the initial drivers license which is required as a qualification for appointment or promotion. Should the City obtain a piece of equipment that an employee in a particular position is required to operate and said piece of equipment requires a drivers license other than that which is required for appointment to the position, the City shall not be required to pay for any necessary physical examination that would allow an employee to obtain a license other than that which the employee currently possesses and which would qualify the employee to be temporarily promoted pursuant to the Out-of-Class Pay provision.

SECTION 16 - D.O.T. ANTI-DRUG & ALCOHOL MISUSE PREVENTION PLANS

Those employees who are required to hold a commercial drivers license (CDL) in order to perform their safety sensitive functions shall be required to be covered under the City's D.O.T. Anti-Drug and Alcohol Misuse Prevention Plan.

SECTION 17 - LATERAL TRANSFERS

Full time employees covered by this M.O.U. will be given preference, without any guarantee, to any lateral (job opening) in classifications contained within this M.O.U.

Seniority - seniority shall apply to full time/permanent employees based on their original date of hire.

In filling vacancies filled by internal promotions or lateral transfers, ability, experience and job knowledge shall be the deciding factors in awarding jobs. However, if the abilities, experience and job knowledge of the internal applicants are equal, then seniority alone shall be the deciding factor. Also, lateral or promotional applicants shall be interviewed prior to and separate from any outside applicants, the City shall not fill a vacancy from outside applicants unless there are no qualified applicants from within the bargaining unit.

When the City deems it necessary to reduce work forces, employees may be laid off according to the principle of inverse seniority. In recalling employees from layoff, the last employee to be laid off may be the first to be recalled; provided however, that the City may recall a junior employee before a senior employee if his/her ability, experience and job knowledge is greater than that of the senior employee.

Should an employee fail to report to work within three (3) business days of the end of such leave of absence, his seniority rights and his employment with the City shall terminate, except in the case of justifiable emergency, which interferes with the

employee's ability to return to work.

ARTICLE 7 - GENERAL PROVISIONS

SECTION 1 - USE OF VEHICLES AND CREDIT CARDS

City owned equipment and vehicles may be used only when employees are in the official discharge of their duties.

- A. Vehicles - No person may ride in a City owned vehicle unless on City business. No hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping the City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if such person's job is of the nature that requires him/her to respond to a job related emergency or call.
- B. Speed Limit - City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.
- C. Courtesy - All common courtesies of the road shall be exercised whenever practical. Remember, that the manner in which City vehicles are operated reflects upon the courtesy of all City employees.
- D. Accidents - All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager within one (1) working day. All reports are to be in writing and include the circumstances of the accident as well as any cost estimates and any tentative conclusion as to whether or not the accident was avoidable. Failure to report any accident involving City vehicles within one working day may be construed to be an attempt to conceal an accident, warning, suspension or termination of appropriate employees may result.
- E. Members of this "Unit" and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve this, it is agreed that:
 - 1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
 - 2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
 - 3. An employee has the right to question if a vehicle is safe to operate.

4. Vehicle check lists will be used for all vehicular equipment.

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SECTION 1 - USE OF VEHICLES AND CREDIT CARDS (Continued)

- F. Parking - Whenever practical, City vehicles which are taken home by employees shall not be parked on public streets at night.
- G. Unattended Vehicles - The California Vehicle Code makes it unlawful to leave vehicles running unattended. Violations of this law will result in disciplinary action.
- H. Backing of Vehicles - Wherever possible, no City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of a City truck while they are being backed up.
- I. Credit Cards - City owned gasoline company credit cards are to be used only when it is impractical to use City provided facilities. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

SECTION 2 - NONDISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

- A. The City of Blythe is an Equal Opportunity/Affirmative Action Employer. As such, the City puts into practice equal employment opportunity for all without regard to race, color, religion, political belief, age, national origin, sex, socioeconomic or cultural background. This applies to all areas of working conditions, recruitment, placement, transfer, promotion, training, compensation, practices and policy, and all other conditions of employment not specifically stated.
- B. Members of this Unit and the City agree that parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- C. The parties agree to cooperate actively and positively in supporting the concept of Affirmative Action designated to accomplish equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- D. The City will exert every effort possible to encourage upward mobility of employees not at lower grade levels so that they may work at their fullest capacity.
- E. The provisions of this M.O.U. shall be applied equally to all employees in the representational unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, union affiliation or political affiliation as

provided by Federal and State guidelines.

SECTION 3 - ACCESS TO MEMORANDUM OF UNDERSTANDING

Upon enactment of the M.O.U., the City will, within thirty (30) days, provide each employee with a copy.

SECTION 4 - REPRESENTATION

It is agreed that this representational Unit includes those classifications or positions set forth in Article 3.

SECTION 5 - JOB ACTION

It is agreed that there shall be no strikes, walkouts, or other concerted refusal to perform work by employees covered by this Agreement.

Strike means the concerted failure to report for duty, the concerted absence from one's position, the concerted stoppage of work, the concerted admission of resignations, the concerted use of sick leave, boycotting, or disruptively demonstrating by an employee or employee group, or the concerted absence in whole or in part from the full, faithful and proper performance of the duties of employment with the City for any purpose of inducing, including influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges or obligations of public employment or participating in any matter in any course of conduct which adversely affects the services of the City.

SECTION 6 - TRAINING AND TRAVEL PAY

Any employee requested to attend seminars pertaining to their respective positions shall be reimbursed for authorized costs for such training as it relates to travel time and travel expenses and actual time spent in attendance at training sessions (Refer to City of Blythe Travel Policy).

SECTION 7 - OUT OF TOWN TRAVEL

The City will endeavor, when practical to do so, to provide employees with advance notice when required to leave the City on City business, which may cause them to return later than their normal quitting time. However, in all cases, an employee will be required to accept the assignment, notwithstanding notice.

ARTICLE 8 - GRIEVANCES

- A. Policy - The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly the following procedure is established.

Section 1. Representative Rights- The Business Representative of the Union shall have the right to visit City jobsites on Union business at reasonable times, using his/her own judgment and discretion so as not to interfere with the operations of the City's jobsite while it is open for business.

- B. Extent - A grievance is a wrong, real or fancied, considered by an employee as grounds for complaint, except in the case of personnel action arising out of position classification pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided for.

Section 1. Steward and Assistant- A steward shall be a working employee appointed by the Union who shall, in addition to his work as an employee, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the City agrees to allow the Steward a reasonable amount of time for the performance of such duties. There will be an Assistant Steward Appointed by the Union, who in the absence of the Steward, shall be permitted to perform the same duties as set forth above.

Section 2. Stewards Employment- It is recognized by the City that it is desirable for the Steward to remain on the job as long as there is work in his particular classification. In no event shall the City discriminate against a Steward, lay him/her off or discharge him/her without a twenty-four (24) hour notification to the Union.

Section 3. Authority- The City agrees and understands that the Steward is not a representative of the Union, but of the employees on the job on which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth in Section 1 above. The Steward has no other authority, expressed or implied, granted by the Union.

- C. Procedure - An employee or their agent shall first present the grievance to the employee's immediate supervisor, within seven (7) working days of the grievable action, who shall make inquiry into the facts and circumstances of the complaint.

The supervisor shall attempt to resolve the matter promptly and fairly.

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An employee, if dissatisfied with the decision of his/her supervisor, may submit the grievance in writing to the Department Head within seven (7) working days. The Department Head shall make a separate investigation and inform the employee in writing of the decision and the reasons therefore within seven (7) calendar days after receipt of the employee's grievance.

If the employee is dissatisfied with the Department Head's decision, the employee may request in writing a review by the City Manager within seven (7) calendar days following the receipt of the decision of the Department Head. The City Manager shall make an investigation and conduct such hearings as he deems necessary and shall within thirty (30) calendar days after the receipt of the employee's request for review, inform the employee in writing of his findings and decision.

If the employee is dissatisfied with the City Manager's decision he/she may request in writing a review by the City Council within seven (7) calendar days following the receipt of the decision of the City Manager. The Council shall, within thirty (30) calendar days after it receives the employee's request for review, conduct an investigation. The decision of the Council shall be rendered, in writing, within thirty (30) calendar days of completion of the investigation.

ARTICLE 9 - EFFECTIVE DATES

- A. This Agreement shall become effective as of July 1, 2006, and shall remain in full force and effect until June 30, 2008, and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days notice in writing to the other party prior to any annual expiration date of it's desire to modify or terminate this Agreement.
- B. If the parties fail to negotiate a new Agreement by the annual expiration date of the Agreement, the Agreement shall remain in effect unless the parties mutually agree in writing to terminate the Agreement.
- C. If any section, subsection, sentence, clause or phrase of this M.O.U. is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the M.O.U. and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. The parties hereto shall meet and confer regarding any provisions of this Agreement so invalidated.

Signed this _____ day of _____ 2006

CITY

LABORER'S INTERNATIONAL UNION
LOCAL 1184

Les Nelson
City Manager

Business Manager
Secretary Treasurer

Vice President
Business Agent

Negotiating Committee